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DODK 2535 PAGE 306

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6 th day of March and between Bruche Realty Corp.
a corporation organized and existing under the laws of the State of

excase sid pe: , in the year 1961, by

Maryland

, having its principal place

of business at

Seat Pleasant, Maryland

, party hereto of the first part, hereinafter

sometimes referred to as the "Grantor," and Thomas C. Barringer

Washington, D. C.

, as Trustee, party of the second part, hereinafter sometimes

referred to as the "Trustee," and James B. Cash, Jr., of Washington, D. C., as Acting Federal Housing xaccommentorcomize bandxes is time condex the class xof obe Scrientic

xxxxxxxxx successors and assigns , party hereto of the third part and herein-Commissioner, his after sometimes referred to as the "Beneficiary" (which designations shall include the respective successors and assigns and the successors in the interest of the several parties).

WHEREAS, the party of the first part is justly indebted to the party of the third part in the full sum of

Two Million Three Hundred Thousand and No/100 Dollars (\$ 2,300,000.00) for money borrowed, for which amount the said party of the first part has made and issued its one certain promissory note bearing even date with these presents, under its corporate seal, signed with its corporate name by its attested by its Secretary, payable as follows:

(See below)

AND WHEREAS, the Grantor desires to secure to the Beneficiary the full and punctual payment of said debt and interest thereon, and the performance of the covenants herein contained, as well as any and all renewals or extensions of said note, or of any part thereof, with interest thereon; and also to secure the reimbursement to the holder or holders of said note and to the Trustee or substitute trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Trust for all money which may be advanced as herein provided for, and for any and all costs and expenses (including reasonable attorney's fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Trust, or to the indebtedness or to the property herein mentioned, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for;

Now, Therefore, This Deed of Trust Witnesseth: That the said Grantor, in consideration of the premises and of One Dollar (\$1), to it in hand paid by the Trustee (the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged), has granted and conveyed, and does hereby grant and convey unto the Trustee, in fee simple, the following-described land and premises with the easements, rights, ways, and appurtenances thereunto belonging, situate, and lying in Seat , in the County of Prince George's , State of Maryland, more particularly described as follows:

> All of Parcels "W", "X", "Y", and "Z" as are more fully shown on a subdivision plat entitled "Section Two Gregory Estates", as per plat recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW-16, Page 52.

> > W. WAVERLY WEBB CLERK CIRCUIT COURT

MAR 8 | 57 PM 1961

Interest at the rate of 51% per annum shall be payable monthly on the first day of April, 1961, and on the first day of each month thereafter until the note is paid. On the first day of May, 1961, an installment of principal shall be paid in the sum of Two Thousand Eight Hundred Seventy Five and No/100 Dollars (\$2,875.00). Thereafter the first day of each succeeding month until the 120th principal payment has been paid, an installment of principal shall be paid in an amount equal to 100.375 percentum of the principal payment which became due on the first day of the next preceding month. The 121st principal payment and until the mortgage is paid in full, all succeeding principal payments shall be made on the first day of each succeeding month in an amount equal to 100.1 percentum of the principal payment which became due on the first day of the next preceding month. In any event, the balance of principal (if any) remaining unpaid plus accrued interest shall be due and payable on April 1, 2000.)

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TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and ratus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

TOGETHER with all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein for which are necessary to the complete and comfortable use and occupancy of such building or buildings for the lands herein for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished operating a building or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. The parties hereto agree that to the extent permitted by law the foregoing property shall be deemed to be real estate and affixed to the realty; and

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein.

To Have and To Hold the above granted and bargained premises, together with all the appurtenances, unto said Trustee, its successors in this trust and assigns, forever, to its and their proper use and behoof.

IN AND UPON THE USES AND TRUSTS FOLLOWING, that is to say:

First: Until any default in payment of any matter of indebtedness hereby secured as herein provided for, or until breach of any and to receive the rents, issues and profits thereof; and on full payment of said note, and of any extensions or renewals thereof, and and half-commissions, at any time before the sale hereinafter provided, and all other proper costs, charges, expenses, commissions, Grantor, or the party or parties then claiming under it, the aforesaid land and premises.

Second: Upon any default being made in the payment of said note or of any installment of principal or interest thereon, or from maturity of the same, when and as the same shall become due and payable; or upon any default in payment, when due, of any while this Trust exists; or upon any default in payment, when due, of any while this Trust exists; or upon any default in payment or other hazard in companies and and premises, or any part thereof, after erected on said land insured against loss by fire or other hazard in companies and amounts satisfactory to the Beneficiary and of said note on account of any costs and expenses of this Trust, or on account of any such tax or assessment, water rate or insurance, or expense of litigation, or on account of any lique, deed of trust, or mortgage on said land and premises prior in lien to this any of the covenants or agreements herein or in said note contained; then upon any and every such default in the performance of and a continuation thereof for thirty (30) days after written notice as hereinafter provided, the said Trustee, or substitute trustee, and after such previous public notice, with such postponement of sale or resale, as the Trustee, or substitute trustee, and after such previous public notice, with such postponement of sale or resale, as the Trustee, or substitute trustee, shall deem best purchasers at the cost of Grantor or of the purchaser the land, premises and improvements so sold, such purchaser or discharged from all liability for the application of the purchase rush hall shall shall sell the aforesaid and hall shall still provided the said and improvements of sale or resale, as the Trustee, or substitute trustee, shall deem best purchasers at the cost of Grantor or of the purchaser the land, premises and improvements so sold, such purchaser being hereby expenses of sale, all taxes, water rates, and assessments thereon due, all sums advanced as herein provided for, with interest as edness or so much thereof as may then remain unpaid, whether then due o

The Grantor, in order more fully to protect the security hereof, covenants and agrees as follows:

1. That it will pay the indebtedness at the times and in the manner as hereinbefore provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to insured under the National Housing Act, all parties liable for payment thereof hereby agree to be jointly and severally bound to pay to the holder hereof the adjusted premium charge referred to in the applicable Regulations; provided that such adjusted premium charges shall not exceed the aggregate amount of premium charges which would have been payable if the note and Deed of Trust had continued to be insured until maturity and shall be subject to all exceptions contained in said Regulations.

- The Maria of the State of the S 2. That, in order more fully to protect the security of this Deed of Trust, the Grantor, together with and in addition to, the monthly payments of interest or of principal and interest under the terms of the note secured hereby, beginning on the first day of the month after the date hereof and monthly thereafter until the said note is fully paid, will pay to the Beneficiary the following

 - (n) If and so long as said note of even date and this Deed of Trust are insured under the provisions of the National Housing age insurance premium, in order to provide the Beneficiary one month prior to its due date the annual mort-Compusationary pursuant to the National Housing Act, as amended, and Regulations thereunder.
 (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises covered hereby, plus water rates, taxes and assessments next due number of months to elapse before one month prior to the date when such ground rents, premiums, water rates, taxes and water rates, taxes, and special assessments.
 - (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Federal Housing Commissioner x or service charge
 - (II) ground rents, if any, taxes, water rates, assessments, fire and other hazard insurance premiums; case may be;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust.

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- (a) If this instrument and the note secured hereby are sold and insured or reinsured by the Federal Housing Commissioner or if thereafter they are reassigned to the Commissioner, payments as follows:
 - (i) Beginning with the next monthly payment after such time as the note may be insured or reinsured by the Commissioner, a monthly payment which shall be sufficient to accumulate in the hands of the holder of the note one month prior to its due date the next annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Commissioner as required by the applicable Regulations: or
 - (ii) Beginning with the next monthly payment following any reassignment of this instrument and the note secured hereby to the Commissioner, a monthly service charge which shall be an amount equal to 1/12 of 1/2% of the average outstanding principal balance due on the note computed for each successive year beginning with the first of the month following such reassignment, without taking into account delinquencies or prepayments.

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- 3. Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned, shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the debt meet payments due under the Contract of Mortgage Insurance, shall be credited to the Grantor. If the property is sold under foreparagraph shall be credited to the principal of the debt secured hereby as of the date of commencement of foreclosure proceedings or unless required; and accumulations under (a) of the preceding paragraph shall be likewise credited to the Grantor. If the property is sold under foreparagraph shall be credited to the principal of the debt secured hereby as of the date of commencement of foreclosure proceedings or unless required to pay sums due the Commissioner under the Contract of Mortgage Insurance.

 4. That the Grantor will pay all ground repts if any taxes, assessments, water rates and other governmental or municipal
- 4. That the Grantor will pay all ground rents, if any, taxes, assessments, water rates and other governmental or municipal charges or impositions to the extent provision therefor has not been made by monthly payments as hereinbefore provided before the same become delinquent or subject to interest or penalties, and in default thereof the Beneficiary may pay the same. All such and other hazard insurance premiums not provided for by monthly payments hereunder shall be added to the principal sum secured by this Deed of Trust, shall bear interest at from the date of the advance and shall be due and payable to the Beneficiary upon demand.
- 5. To keep said land and premises and the improvements now or hereafter erected thereon free from all statutory liens and claims of every kind.
- 6. To keep all buildings, fences and other improvements now or hereafter erected on said land and premises in good order and repair and not to do or permit waste.
- 7. That the Grantor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Commissioner upon the insurance of the mortgage and other hazards as may be required from time to time by the Beneficiary, and all such insurance shall be carried in such companies and be for such periods as may be required by the Beneficiary, and be in an amount which will comply with the coinsurance clause applicable to the location and character of the property but not less than eighty per centum (80%) of the actual with standard mortgagee clause with loss payable to the Beneficiary and the Federal Housing Commissioner as interest may appear, and shall be deposited with the Beneficiary.

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent repairing or rebuilding of the premises.

- 8. To pay all costs and expenses and attorney's fees (including continuation of abstract) of the Trustee and of the Beneficiary in case of any litigation involving this property or in presenting claim under any administration or other proceeding where proof of claim is required by law to be filed.
- 9. The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The Grantor for itself, its successors and assigns, and the Trustee herein named, or that hereafter may be substituted hereunder, expressly waives notice of the exercise of this power and the of any trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any trustee hereunder.
- 10. In the event of any default in any of the covenants or conditions of this instrument, the rents and profits of said land and premises are hereby assigned to the Trustee for the purposes hereinafter set forth in paragraph 11 hereof.
- 11. The said Grantor will not assign the rent or any part of the rent of said land and premises or any building now or hereafter erected thereon, nor demolish or remove any building now or hereafter erected on said land and premises or any building now or hereafter sent of the Trustee. Pursuant to the laws of the State of Maryland, in which said land and premises are situated, in event of default in the performance of any of the covenants or conditions hereof, the Trustee, either in person or by agent, shall be entitled to immeafter default and after demand for possession, remain in possession of said land and premises, the Grantor shall, thereof of the Trustee and shall at once surrender possession on demand of the Trustee, who may thereupon enter and take possession and collect the rents, issues, and profits of said land and premises and apply them, less five per centum (5%) thereof to be reserved for commission, in payment of the expenses incurred in obtaining possession and toward the repairs and insurance of said land and premises, and the payment of taxes and assessments thereon, and in redemption from sales therefor and of the indebtedness secured hereby. And it is hereby covenanted, understood, and agreed that the assignment of said rents, and the collection and application of the same as herein made and authorized, shall in no manner be taken or held to interfere with or abridge the power of sale and disposition granted to the Trustee hereunder for any of the defaults mentioned herein, nor shall the said assignment of rents and the collection and application of the same, as herein made and authorized, in any manner at law or in equity, discharge or relieve the Grantor, its successors and assigns, from the full payment of the balance of the indebtedness secured by this Deed of Trust in strict accordance with the terms hereof and of the note hereby secured.
- 12. The Trustee may act hereunder and may sell and convey said land and premises under the power granted by this instrument, although the Trustee has been, may now be and may hereafter be, attorney or agent of the Beneficiary in respect to the loan made by the Beneficiary evidenced by the note or this Deed of Trust, or in respect to any matter or business whatsoever. The Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. It is further agreed that, if said property be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable commission not exceeding one-half of the commission provided in case of sale, to be computed on the amount of principal then unpaid.
- 13. That if the land and premises, or any part thereof, be condemned under any power of eminent domain or acquired for any public use or quasi-public use, the damages, proceeds, and consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining unpaid are hereby assigned by the Grantor to the holder of said note and shall be paid forthwith to said holder, to be applied by it on account of the indebtedness hereby secured.
- 14. That it, the said Grantor, will not create or permit a lien to exist against said land and premises inferior or superior to the
- 15. A breach of any promise in this Deed of Trust or in the note secured hereby shall constitute a default hereunder, and if such default shall continue for thirty (30) days after written notice as provided herein, then at the option of the holder the entire indebtedness hereby secured shall become due, payable, and collectible then and thereafter as the Beneficiary may elect, regardless of the date
- 16. Any notice, demand or request required or permitted hereunder to be given to the Grantor shall be sufficiently given if in writing and either (a) sent to the owner of the land and premises last appearing on the records of the Beneficiary by registered first-class mail, postage prepaid, at the address last appearing on said records; or (b) delivered to or served upon an officer of the owner or at the site of the mortgaged property upon the superintendent or assistant superintendent of the owner, or upon a person performing the functions of superintendent or assistant superintendent.
- 17. That the Beneficiary under this Deed of Trust, in any action to foreclose, shall be entitled to the appointment of a receiver of the rents and profits of the mortgaged premises as a matter of right and without notice, with power to the Trustee to collect the rents, issues, and profits of said mortgaged premises, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this Deed of Trust, without regard to the value of the mortgaged premises or the solvency of any person or persons liable for the payment of the mortgage indebtedness. The Grantor for itself and any subsequent owner hereby waives any and all defenses to the ing herein contained is to be construed to deprive the Beneficiary of any other right, remedy, or privilege it may now have under of such rents and profits, is made an express condition upon which the loan hereby secured is made. The rights and remedies provided for herein shall be deemed to be cumulative and in addition to, and not in limitation of, those provided by law.

And the said Grantor does hereby covenant for itself, its successors and assigns, that it is seized of said land and premises in fee simple and has the right to convey the same to the said Trustee, that the said Trustee shall have quiet possession thereof, free from all encumbrances, and that it, the said Grantor, will execute such further assurances of the said land and premises as may be

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DISTRICT OF COLUMBIA: SS

W. S. Newlin, as Assistant Federal Housing Commissioner, on behalf of James B. Cash, Jr., as Acting Federal Housing Commissioner, being duly sworn, deposes and says that the consideration as stated in the attached Deed of Trust is true and bona fide as therein set forth.

W. S. Newlin Assistant Federal Housing Commissioner

Sworn to and subscribed before me this 7th day of March, 1961.



Jean T. Halland

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That this Deed of Trust and the note secured hereby were executed and delivered to secure moneys advanced or to be advanced and to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreeand to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agree ment between the Grantor and the Beneficiary dated part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully the construction of the improvements to be made pursuant to said building loan agreement Grantor hereby covenants to perform; and if diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Trustee, at the request and on behalf of the Beneficiary after due notice to the Grantor or any subsequent owner, is hereby invested with full and complete authority to tect the personal property therein, and to continue any and all outstandings, to make and enter into contracts and obligations wherever necessary, either in its own name or in the name of the liabilities incurred thereby. All such sums so advanced by and for the Beneficiary to pay and discharge all debts, obligations, and principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby hall be added to the principal of the indebtedness secured hereby hall be added to the principal of the indebtedness secured hereby hall be added to the principal of the indebtedness secured hereby hall be added to the principal of the indebtedness secured hereby and shall be secured such advances shall be insured unless same are specifically approved by the Federal Housing Commissioner prior to the making of this Deed of Trust and shall be due and payable on demand with interest at the rate of four per centum (4%) per annum, but no thereof. The principal sum, with interest and other charges provided for herein shall, at the option of the Beneficiary or holder form any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon the temporements about to be made upon the Beneficiary and the making of the final advance as pro

That the improvements about to be made upon the premises conveyed by this Deed of Trust and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the Board of Fire Underwriters having or may hereafter become applicable to the said premises, after due notice and demand by the Beneficiary, thereupon the principal at any time fail to comply with such rules, regulations and ordinances which are now sum and all arrears of interest and other charges provided for herein shall, at the option of the Beneficiary, thereupon the principal areas of the National Housing Act, it will not rent dwelling accommodations in the mostgaged premises at rental rates in excess of the rates permitted under its Articles of Incorporation or for periods of less than 1 month or in excess of 3 years, nor fent the the debt secured hereby immediately due and payable.

Crantor covenants and agrees that so long as this Deed of Trust and the said note secured hereby are insured under the protein the debt secured hereby immediately due and payable.

Crantor covenants and agrees that so long as this Deed of Trust and the said note secured hereby are insured under the pro-

Grantor covenants and agrees that so long as this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

In Testimony Whereof, the said party hereto of the first part has caused these presents to be executed in its corporate name by President, attested by David Davidoff Secretary, and its corporate seal to be hereunto affixed, said officers being thereunto duly authorized, all as of its the day, month, and year first hereinabove written.

Bruche Realty Corp. Abraham P. Weiss President. David Davidoff etary. STATE OF MARYLAND, h. COUNTY OF

I hereby certify that on this day of before me, the subscriber, Abraham P.

March

in the year 1961, personally

President of Bruche Realty Corp. , and on behalf of the said corporation did acknowledge the foregoing

3507 instrument to be the act and deed of said Bruche Realty Corp. Witness my hand and notarial seal the day and year first above written.

IL 00 My commission expires

appeared

Notary Public.

HYMAN BESTAK NOTARY PUBLIC. State of 1 No. 41-0279515 Qualified in Queens Course of New York

. _xpires March 30, 1961

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